

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UTICA LEASECO, LLC,

Plaintiff,

v.

TYLER LYNCH BROWN and  
ALISHA COPPEDGE,

Defendants.

CASE NO. C23-1652 MJP

ORDER ON PLAINTIFF'S  
MOTION FOR JUDGMENT ON  
THE PLEADINGS

This matter comes before the Court on Plaintiff's Motion for Judgment on the Pleadings. (Dkt. No. 16.) Having reviewed the Motion, Defendants' Opposition (Dkt. No. 18), the Reply (Dkt. No. 19), the Surreply (Dkt. No. 22), and all supporting materials, the Court GRANTS in part and DENIES in part the Motion.

**BACKGROUND**

Plaintiff Utica Leaseco, LLC pursues a breach of guaranty claim against Defendants Tyler Lynch Brown and Alisha Coppedge "individually and the martial community comprised thereof." (Complaint (Dkt. No. 1.) Utica alleges and Defendants agree that Brown, on behalf of

1 and as president of Terra Northwest, LLC, entered into an equipment Master Lease Agreement  
 2 with Utica. (Compl. ¶¶ 4, 7-8; Answer ¶¶ 4, 7-8.) Utica also alleges that Brown personally signed  
 3 a Guaranty and Guaranty Reaffirmation, which obligated him to pay monthly rent, costs,  
 4 expenses, interest, and attorneys' fees if Terra defaulted on the Master Lease or if Brown  
 5 defaulted on the Guaranty. (Compl. ¶¶ 20, 22-23, 30-31.) Utica alleges that Brown is in default  
 6 under the Guaranty and Guaranty Reaffirmation. (Compl. ¶ 48.) Although Defendants deny the  
 7 alleged default, (see Answer ¶ 48), Brown now admits that he is in default on each Guaranty,  
 8 (Defs. Opp. at 4). Utica seeks damages in the amount of \$458,095.19, along with costs, and  
 9 attorneys' fees. (Compl. ¶¶ 39-40, 52, 54-57.) Defendants deny that they owe any damages  
 10 (Answer ¶ 52), and assert an affirmative defense that Utica failed to mitigate its damages (id.,  
 11 Additional Defenses ¶ 2).

12         Utica now moves for judgment on the pleadings, and asks the Court to enter judgment  
 13 against Defendants on its breach of guaranty claim and to award it damages of \$1,758,095.19  
 14 plus: (1) post-default interest; (2) attorneys' fees; and (3) costs, less the amount it recovered from  
 15 the sale of the underlying equipment. (Mot. at 5.) In its Reply, Utica clarifies it seeks  
 16 \$458,095.19, which it believes reflects the amount it recovered from the sale of the equipment.  
 17 (Reply at 2.) Defendants oppose entry of judgment against Coppedge, noting that she did not  
 18 sign either Guaranty. And Defendants oppose entry of judgment as to damages, pointing out that  
 19 their affirmative defense remains to be vetted.

## 20 ANALYSIS

### 21 A. Legal Standard

22         A party moving for judgment on the pleadings pursuant to Rule 12(c) must "clearly  
 23 establish[] on the face of the pleadings that no material issue of fact remains to be resolved and  
 24

that it is entitled to judgment as a matter of law.” Hal Roach Studios, Inc. v. Richard Feiner & Co., 896 F.2d 1542, 1550 (9th Cir. 1989). “For purposes of the motion, the allegations of the non-moving party must be accepted as true, while the allegations of the moving party which have been denied are assumed to be false.” Id.; see also Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., Inc., 637 F.3d 1047, 1053 (9th Cir. 2011).

**B. Utica Entitled to Partial Judgment on the Pleadings**

Utica is entitled to partial judgment on its breach of guaranty claim against Brown individually. Brown has admitted that he signed the Master Lease and Equipment Schedule as president of Terra and that he signed the Guaranty and Guaranty Reaffirmation in his personal capacity. (Answer ¶¶ 7, 18-19, 30.) Brown has admitted the Master Lease, Equipment Schedule, Guaranty, and Guaranty Reaffirmation are valid and enforceable contracts. (Id. ¶¶ 42-45.) Brown also concedes in his opposition brief that he is “in default under the guaranty.” (Defs. Opp. at 4.) Given these allegations and admissions, the Court finds that Utica is entitled to and GRANTS partial judgment on the pleadings in Utica’s favor on its claim that Brown is in default of the Guaranty and Guaranty Reaffirmation.

But, the Court finds that Utica is not entitled to judgment on the claims against Coppedge, individually. Utica’s Complaint names Coppedge as Terra’s registered agent and Brown’s wife, while the caption identifies her as a party “individually,” and as a party to Brown’s “marital community.” (See Compl. Caption.) Utica does not allege that Coppedge personally signed either Guaranty or the lease agreement. The Complaint alleges only that Brown signed the Guaranty and Guaranty Reaffirmation personally “on behalf of this marital community.” (Compl. ¶¶ 2, 19, 30; Answer ¶¶ 2, 19, 30.) Given that there are no allegations that Coppedge personally signed the lease or guaranty, Utica has no claims against her in her

1 individual capacity. See Max L. Wells Tr. by Horning v. Grand Cent. Sauna & Hot Tub Co. of  
2 Seattle, 62 Wn. App. 593, 604 (1991) (holding that claims against spouses who did not sign a  
3 lease that their spouses signed could not be held individually liable for breach of contract). As  
4 Utica concedes in its reply, the claims against Coppedge are only proper insofar as they are  
5 asserted against the marital community of Coppedge and Brown, not against Coppedge  
6 individually. (Reply at 1-2.) Utica is therefore not entitled to judgment on the pleadings against  
7 Coppedge personally.

8 In its reply, Utica newly requests the Court enter judgment against the “Brown-Coppedge  
9 marital community,” rather than against Coppedge. (Reply at 2.) As Defendants point out, Utica  
10 did not request this relief in its Motion or initial proposed order. Instead, Utica improperly  
11 proposed this request for the first time in its Reply. The Court need “not consider arguments  
12 raised for the first time in a reply brief.” See Zamani v. Carnes, 491 F.3d 990, 997 (2007). Here,  
13 the Court STRIKES Utica’s improperly-raised request for entry of judgment against the marital  
14 community, as it was not properly raised and argued in the Motion, and because Defendants  
15 were not given an opportunity to respond to its substance.

16 Additionally, the Court finds that Utica is not entitled to any relief on the request for  
17 entry of judgment as to damages, costs, or attorneys’ fees. Defendants have denied that they owe  
18 damages to Utica, including attorneys’ fees and costs. (Compl. ¶ 40; Answer ¶ 40.) Under Ninth  
19 Circuit precedent, “the allegations of the moving party which have been denied are assumed to  
20 be false.” Hal Roach, 896 F.2d at 1550. Accordingly, the Court cannot enter judgment on an  
21 allegation of damages that it must assume to be false. See id. Additionally, entry of judgment as  
22 to damages would be improper where Defendants have presented an affirmative defense that  
23 Utica failed to mitigate its damages. (Answer, Additional Defenses ¶ 2.) Any award of damages  
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1 would be improper before resolution of this affirmative defense. The Court therefore DENIES  
2 this requested relief.


3 The Court also STRIKES Utica's argument that Defendants have waived any ability to  
4 assert a mitigation defense. Utica only made this argument in its Reply, which was improperly  
5 raised for the first time in reply. See Zamani, 491 F.3d at 997. Substantively, it also cannot be  
6 squared with Utica's representation in its Motion that because "Defendants challenge Utica's  
7 efforts to mitigate its damages" the "affirmative defense is outside the scope of Utica's  
8 motion[.]" (Mot. at 2 n.1.) Having represented that mitigation could not be decided, Utica cannot  
9 now in good faith ask the Court to strike the affirmative defense in the Reply brief. The Court  
10 therefore STRIKES this request, which was not properly raised and which marks an unacceptable  
11 practice of presenting new arguments in a reply brief.

### 12 CONCLUSION

13 Utica has demonstrated a right to judgment on the pleadings only as to its breach of  
14 guaranty against Brown, individually. On this limited basis, the Court GRANTS the Motion. The  
15 Court otherwise DENIES the Motion as to Coppedge, the marital community, and as to damages.  
16 Those issues remain to be litigated, including Defendants' affirmative defenses.

17 The clerk is ordered to provide copies of this order to all counsel.

18 Dated June 4, 2024.

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20 Marsha J. Pechman  
21 United States Senior District Judge  
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